



Request for Proposals For State Legislative Advocacy Services

**County of San Bernardino
Office of Legislative Affairs
385 N. Arrowhead Ave., 4th Floor
San Bernardino, CA 92415-0120
December 2006**

Request for Proposals
for
STATE LEGISLATIVE ADVOCACY SERVICES

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Form Attached:

Intent to Submit Proposal

Information Attached:

San Bernardino County's 2006 State Legislative Platform

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I. INTRODUCTION

A. Purpose

The County of San Bernardino (County) is a dynamic local government agency within the State of California and is governed by a five-member Board of Supervisors. Utilizing the County of San Bernardino State Legislative Program document and the Legislative Priorities document, the State advocacy Contractor shall pursue the legislative interests of the County in a proactive manner. The County is committed to assembling its state legislative advocacy team in a results-oriented, creative, and cost-effective manner. The County is committed to assembling its state legislative advocacy team in a results-oriented, creative, and cost-effective manner.

The County is soliciting proposals from experienced providers of state advocacy services to professionally and effectively represent the Board's interests in the state's capitol. The successful proposer(s) will outline a winning strategy to reach across party lines, demonstrating a positive track record through use of its own staff and/or via partnerships with other firms.

B. Period of Contract

The initial period of this contract is tentatively scheduled to begin on or before January 1, 2007, (based on date of award and mutual agreement), through the period of December 31, 2010. A one-year contract extension may be granted at the discretion of the Board of Supervisors.

C. Minimum Proposer Requirements

All Proposers must:

1. Have a minimum of three (3) years experience in providing State lobbying Services for a public entity.
2. Meet other presentation and participation requirements listed in this RFP.

D. Questions

Questions regarding the contents of this Request for Proposals (RFP) must be submitted in writing on or before 4:00 p.m. (PST) on October 13, 2006, and directed to the individual listed in Section I, paragraph E. All questions will be answered and copies of each question and answer will be disseminated to other identified Proposers. **If you would like to receive copies of other Proposers' questions, please complete the attached Intent to Submit Proposal form and fax to Jim Lindley at (909) 387-4202 no later than October 13, 2006.**

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E. Correspondence

All correspondence, including proposals, are to be submitted to:

County of San Bernardino, Office of Legislative Affairs
ATTN: Jim Lindley, Director of Legislative Affairs
385 N. Arrowhead Avenue, Fourth Floor
San Bernardino, CA 92415-0120
Fax Number: (909) 387-4202
E-mail: jlindley@sbccounty.gov

F. Admonition to Proposers

As of the issuance of this RFP, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP must be presented in writing as indicated in Paragraph E above.

G. Proposal Submission Deadline

All proposals must be submitted by 4:00 p.m. (PST) on November 30, 2006. Proposals and copies must be received by the deadline in a sealed envelope clearly marked "STATE ADVOCACY CONTRACT PROPOSAL" (postmarks will not be accepted). Please call Jim Lindley at (909) 387-4821 to confirm receipt of documents.

Proposals received after 4:00 p.m. will not be considered

II. PROPOSAL TIMELINE

| | |
|---|----------------------|
| Release of RFP | September 12, 2006 |
| Deadline for submission of questions | October 13, 2006 |
| Tentative date for responses to questions | October 20, 2006 |
| Deadline for proposals | November 30, 2006 |
| Tentative dates for interviews | December 11-15, 2006 |
| Tentative date for awarding of contract | December 19, 2006 |

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III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposals (RFP) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

The County also realizes that conditions other than price are important and will award a contract based on the proposal(s) that best meets the needs of the County.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is also the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this solicitation, and Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

E. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations, and to submit price, technical, or other revisions of their proposals as may result from negotiations.

F. Final Authority

The final authority to award an agreement(s) as a result of this RFP rests with the County Board of Supervisors.

G. Award

The County reserves the right to make one award, one award for each subject area, or a combination of awards, whichever is in the best interest of the County.

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Furthermore, Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

IV. SCOPE OF SERVICES TO BE PERFORMED:

A. Background

San Bernardino County, comprising over 20,000 square miles, is the largest county in the continental United States, and one of the fastest growing. State issues of frequent interest to the County often include:

- **Revenue and Taxation**
 - Transportation Funding
 - Infrastructure Financing
 - Property Tax Administration
 - State Ballot Measures (Funding formulas)
 - Economic Development to include Space Industry
 - Smart Growth (Revenue realignments/sharing, Regional Planning)
 - Indian Gaming
 - Miscellaneous (redevelopment, Energy, Revenue Neutrality)
- **Law and Justice**
 - Courts (Trial Court Realignment)
 - Probation (Probation Services, Facilities, California Youth Authority, AB 1913, Proposition 36 and Drug Courts)
 - Sheriff (COPS, Proposition 172, Corrections)
 - District Attorney
 - Miscellaneous (Court Security, Forensic Labs, Prisons)
- **Health and Human Services**
 - Foster Care
 - Food Stamps
 - Medi-Cal, CalWORKS and Performance Incentives
 - Mental and Public Health
 - Bioterrorism Preparedness
 - EMS and Trauma Care
 - Child Care
 - Disproportionate Share Hospitals
 - Healthy Families
 - C-IV Funding for Automation
 - Adult and Child Protective Services

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In-Home Supportive Services
Alcohol and Drug Programs
Group Homes

- **Employee Relations** (Worker's Compensation, Binding Arbitration)
- **Land Use and Planning** (Regional Housing Needs Allocation, Jobs/Housing Balance)
- **Elections Modernization**
- **Public Libraries and Museums**

B. Scope of Work

The successful Contractor(s) shall provide, at a minimum, the following services:

- Energetically represent the San Bernardino County Board of Supervisors, County Departments, and Board-governed Special Districts with respect to positive, effective intergovernmental relations with the California State Legislature, the Governor, State administration officials and other State Department representatives. As the Board of Supervisors takes an active role in legislative issues, direct contact with County Supervisors will prove instrumental to the success of San Bernardino County's state advocacy efforts. Staff level communication between County and the Contractor should be on a routine basis and will be accomplished primarily through the County of San Bernardino Director of Legislative Affairs.
- Maintain liaison between the San Bernardino County Board of Supervisors and the County's legislative delegation in Sacramento, and provide assistance to the delegation in any matter that furthers the objectives of the County's state advocacy program.
- Represent adopted San Bernardino County Board of Supervisors' positions as represented in the State Legislative Platform document and the Legislative Priorities document in Legislative Committee hearings by providing testimony and written letters to legislative members and committee staff. Also, assist County staff in preparing and presenting authorized testimony on legislation in Sacramento.
- Monitor all introduced and amended versions of pending legislation for potential interest to, or impact on San Bernardino County; forward information to appropriate County departments for review.

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- Identify available state programs that provide funding or grants for County projects and services, provide assistance in structuring and presenting applications, and monitor and expedite applications.
- Provide copies of bills; amendments; committee reports; state agency rules, regulations, or reports; or other information reasonably available that is pertinent to County's state advocacy program. The Contractor(s) will also provide monthly information on emerging state issues that could have a significant impact on San Bernardino County.
- Provide the full range of staff support to San Bernardino County's Office of Legislative Affairs. Assign a designated staff member who would be familiar with San Bernardino County issues and who will address the County's legislative needs on a daily basis.
- Provide County officials visiting Sacramento with access to a work area, phone/fax, email and temporary storage and ground transportation.
- Prepare briefing materials, provide briefings, and arrange appointments for County officials and staff when they travel to Sacramento in furtherance of the County's state advocacy program.
- Provide regular written and verbal communication to the San Bernardino County Board of Supervisors, County Administrative Office, and Office of Legislative Affairs on emerging policy issues, that have a significant impact on San Bernardino County operations and program service delivery.
- Monitor and report to the Board of Supervisors and County Administrative Office on the State Budget process for its impact on County revenues and programs. Communicate with members of the Legislature and their staff on county budget impacts and issues.
- With the assistance of the Director of Legislative Affairs, develop specific goals and objectives for the County's state advocacy program for the twelve months beginning each mid September, to be ready by January 1 of the following year, and the strategies necessary for their accomplishment. Travel to San Bernardino to meet with County Supervisors and Department Heads to identify potential issues for inclusion in the County's annual legislative platform. At a minimum, annually compile and present the Proposed Legislative Platform and the Year End Legislative Report for San Bernardino County Board of Supervisors' action.

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- In addition, targeted advocacy on behalf of the County should be provided on issues such as (but not limited to) the list of issues in Section IV A (page 6).
- Coordinate the introduction of all San Bernardino County sponsored legislation and take all necessary actions to advocate for enactment, passage, and signing into law.
- Actively participate in appropriate statewide coalitions and working groups that help further the interests and legislative objectives of the County.
- Respond expeditiously to County inquiries and/or requests.
- Prepare and submit agenda items recommending Board of Supervisors' positions regarding pending state legislation. Attend Board meetings as needed to discuss high profile issues.
- On behalf of the County, fulfill state registration and reporting requirements imposed on lobbyists as required by law.
- Effectively collaborate with the County's Director of Legislative Affairs in delivering a comprehensive state legislative program, and
- Augment the functions and services provided by the County of San Bernardino's Director of Legislative Affairs.

V. GENERAL CONTRACT TERMS

A. Representation of the County

In the performance of the Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

B. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary point of contact without written acknowledgement to the County.

C. Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

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D. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as applies to Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

1. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

2. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when stated in writing, executed and attached to the original Contract and approved by the Board of Supervisors of the County.

E. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. Payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

F. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section VI. Part A. Indemnification.

G. Venue

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino County, Central District. Each party hereby waives any law or rule of the Court, which would allow them to request or demand a change of venue. If any action or claim

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concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

H. Licenses and Permits

Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

I. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

J. Conflict of Interest

1. Client Base

The County recognizes and acknowledges that the Contractor may represent clients other than the County of San Bernardino and may render services as a registered lobbyist or consultant for other organizations, individuals and entities. This contract provision relating to potential conflicts applies to Contractor's services as a registered lobbyist or as a consultant.

2. Client Conflict

The County's current long-standing policy is that the Contractor does not undertake representation of any organization, individual or entity whose interests are in conflict with the interests of the County.

3. Notice

In the event that the Contractor desires to undertake advocacy or consulting services, on behalf of another governmental organization, individual or private entity, the Contractor will give the County written notice of such proposed employment, for the purpose of determining potential conflicts of interest. Written notice of proposed employment

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must be submitted to the County Administrative Office (CAO) prior to undertaking such employment. The notice shall specify the name and address of the party to be represented, and the scope of work to be undertaken of their behalf. All information received shall be treated in confidence, and shall be returned to the Contractor upon making the determination as to the presence or absence of conflict.

4. Determination of Conflict

If the County determines that a conflict exists because of the proposed new representation, or consultation, the Contractor will not represent the subject organization, individual or entity with respect to those issues or interests as identified in writing by the County.

5. Disclosure

The County recognizes that the Contractor represents existing clients. In the event that specific interests of existing clients might conflict with County interests, the Contractor will give both clients written notice of such potential conflict, for the purpose of disclosure. Written notice of conflict must be submitted to the CAO. In the event that the County objects to Contractor's dual representation on the basis of the potential conflict, the Contractor, after discussion with both clients, will remain neutral on the issue that is in conflict and shall subcontract for other representation which shall be selected by the County and the County has the right to reject any subcontractor in its sole discretion.

6. Client list

The Contractor furnish a regularly updated written list of clients for Board consideration. The list must be provided to the CAO.

7. Remedies

If Contractor violates (3) through (6) above, County may immediately terminate this agreement and may pursue any available legal remedies.

K. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or

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agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

L. Employment of Former County Officials

Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with, or representation of, Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

M. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

N. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as the result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

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O. Artwork, Proofs, and/or Negatives

All artwork, proofs, and/or negatives in either print or digital format used for services under this Contract are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

P. Invoices

Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month.

Q. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this Contract, subject to the requirements of Section V., Part E. Termination for Convenience. Unless otherwise directed by County, Contractor may retain copies of such items.

R. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

S. Price Guarantee and Price Escalation

All prices will be considered firm for the entire period of the Contract unless otherwise stated. The Board of Supervisors retains sole authority for approval of any changes to contract prices.

T. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

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Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this agreement and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

1. Workers' Compensation

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to

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be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. Errors and Omissions Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability – Professional liability insurance with limits of at least property damage of not less than one million dollars (\$1,000,000).

C. Additional Named Insured

All policies, except for the Workers' Compensation policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors.

E. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the

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time Contractor commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

G. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VII. SUBMISSION OF PROPOSALS:

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this RFP. Proposal may not be considered if it is conditional or incomplete.

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4. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act."

B. Proposal Presentation Instructions

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, whenever possible, with normal (1-inch) margins and single -spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered on each page.
2. One – (1) original and six (6) copies, total of seven (7), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer's Name, Address, Telephone Number, RFP Title, and Proposal due date.
3. Proposals cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
4. Hand carried proposals may be delivered to the address listed in Section I, paragraph E only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that factors other than price are important. As a result, price may not be the sole factor upon which the County's decision to award is based. The County will make the award based upon the proposal, which best meets, its need. The County may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

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VIII. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. Cover Page** – The cover page shall consist of one 8 ½” x 11” sheet of white paper with the following centered on the page: the Proposer’s name, address, telephone number, RFP title, and proposal due date.
- B. Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. References** - Provide five (5) references from other public agencies that you have established a contract with for services of this nature. Provide Contact Name, Address, Phone Number, and dates services were provided. Additional references will also be accepted.
- D. Proposal Description** – Proposers are encouraged to suggest creative and effective proposals based on state issues. Include the following information in the proposal:
 - Describe, in detail, how the firm would provide all of the services listed in the Scope of Services, Section IV. If you believe an alternate approach would be more effective, describe what that approach would be. Proposals will also be accepted for provision of portions of the services described in this proposal, although the County reserves the option of awarding a single contract for provision of all services.
 - Describe: the firm’s history, and background; tax status; principals, owners, board of directors and/or board of trustees; diversity of services; and number of professionals employed by classification.
 - Describe how the firm proposes to staff this engagement, and include the names of the principal, the names of those members of the firm designated to assist in this contract, and the qualifications and experience of those individuals named. Also include functions the staff will perform on behalf of the County, specifically outlining how the individual(s) will regularly work with the County on legislative issues.
 - Describe your firm’s experience in providing legislative services to similar clients including counties, other public agencies, or non-governmental entities.

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- Briefly describe your outlook for the next two years on issues affecting the County at the state level.
- Describe, in not more than five pages, your firm's successes in representing California counties or local agencies, or local agencies outside of California.
- Provide samples of past reports, informational materials, and written correspondence, and include samples of regular correspondence to clients.
- Describe the firm's experience in obtaining state support and/or funding in the areas of importance to the County listed in the Scope of Services.
- Provide names, addresses, and telephone numbers of Democratic and Republican Legislators and Administration Officials with whom your firm has successfully worked over the past three years. Describe the nature of the contacts or issues that were resolved.
- Submit cost proposal(s). The fee structure for the proposal for a possible four-year period of the Contract should be submitted with the proposal in a separate, sealed envelope for consideration in the evaluation of the proposal. **Fee proposals should reflect costs for service as outlined in response to Section IV B.** The actual fee will be negotiated with the successful proposer. Please discuss contracting options available to San Bernardino County (annual retainer, fee for services, all inclusive, cost plus expenses, etc.) and your recommendations for the most cost effective means for the County to operate an effective state advocacy program.

All payments will be made on a monthly basis upon receipt of invoices.

IX. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

Responses will be evaluated based on the following criteria:

- Experience and qualifications of the firm as demonstrated by the submittal.
- Experience in providing legislative lobbying services, especially for local governments at the state level.
- Qualifications and accomplishments of the personnel who would be assigned to work with the County and range of services to be provided by assigned personnel.

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- Professional caliber of staff assigned to support San Bernardino County, and the extent to which such staff is familiar with San Bernardino County issues and officials.
- Ability (and strategies) to access elected state officials and agency administrators to further San Bernardino County interests. Cost estimate for providing required services.
- Specificity regarding development of programs listed in Section IV, Scope of Services, section of this RFP.
- Customer service approach that emphasizes responsiveness to County requests and accessibility of the firm to County officials and staff.
- Other criteria determined by the Selection Committee to be relevant.

B. Selection Process

The County shall establish a selection panel to review the submittals. A single firm may be selected in the initial round of consideration, or multiple firms may be selected for further consideration. The County may elect not to hold interviews with any or all proposers. Proposers, as selected by the County, may be requested to submit additional information to the County. Successful candidates may be invited to San Bernardino to the County office, at their expense, for interviews as needed by the selection panel. At the County's sole discretion, interviews may be conducted via telephone conference call in lieu of on-site interview.

The Board of Supervisors will make the final selection of the firm(s) to provide state advocacy services.

C. Protests

In the event a protest arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the County Administrative Officer or designee within ten (10) days of notification of non-selection.

Grounds for an appeal is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The County Administrative Officer or designee shall consider the request and respond in writing within ten (10) days. Failure to do so waives any objection. The County Administrative Officer or designee shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The

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decision of the County Administrative Officer or designee shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Mark Uffer, County Administrative Officer
County of San Bernardino
County Government Center
385 North Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415-0120

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INTENT TO SUBMIT PROPOSAL

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By completing the information below, the firm identified below provides notice to San Bernardino County that it may be submitting proposal(s) for state legislative advocacy services.

The primary purpose of this information will allow the County to distribute to this firm, copies of the questions and answers submitted by other proposers.

Name of Firm:

To Attention Of:

Address:

Fax:

If Questions:

Contact:

Telephone:

Please fax this completed form to no later than October 13, 2006:

Jim Lindley
Director of Legislative Affairs
San Bernardino County
(909) 387-4202

Please call (909) 387-4821 to confirm receipt of fax.